

TRIPARTITE SUB-LEASE DEED

A Residential Dwelling Flat No. _____ on ___th Floor of **Tower No. _____**, in the Residential Society known as **“ARIHANT SEASONS” PLOT NO. GH-11, SECTOR 22D, YEIDA** " Built on **Plot No.- GH-11, Sector 22D** situated in **Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.)**.

Total Sale Consideration :
Stamp duty paid on :
Total Stamp Duty Paid @7% :
Flat No. :
Floor :
Tower No. :
Car Parking :
Carpet Area :
Builtup/Covered Area :
Circle Rate : **24,500/- per Sq. Mt.**

According to the government circle rate list mentioned on page no. 139, Sl. No. 115, Software V-Code is 0122, Floor Rebate is as per rate list.

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE

THIS TRIPARTITE SUB LEASE DEED is made and executed at Greater Noida on this day of **3rd July 2025**

BETWEEN

The **Yamuna Expressway Industrial Development Authority**, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976 (hereinafter referred to as the “**Lessor**”) of the First Part.

AND

M/s Arihant Urban Space Private Limited (CIN: U43900DL2025PTC447327) (PAN **ABCCA7846A**), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 602, Plot No. 17, Sachdeva Tower, Community Center, Karkardooma, East Delhi – 110092 and its Corporate office at Arihant Business Centre (A.B.C), A-162, 9th Floor, Sector 136, Noida, Uttar Pradesh-201304 represented by its Authorized Signatory Mr. Kaushal Kumar Jain authorized vide board resolution dated _____ **respectively** (hereinafter referred to as the “**LESSEE/DEVELOPER**” which expression shall, unless it be repugnant to the context to meaning thereof mean and include its successors liquidators and assign) of the Second Part.

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE

AND

Mr. _____ (PAN NO. _____) S/O D/O.
_____ AND MR. _____ (PAN NO.
_____) S/O. SHRI _____ (BOTH) R/O.
_____ (hereinafter referred to as “Sub-Lessee”,

which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns) of the Third Part.

WHEREAS:

The Lessor had invited bids under their **Scheme Code of YEIDA - YEA-GH-09/2024** for allotment of the Group Housing **Plot No.-GH-11, Sector 22D situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.) and M/s. Arihant Urban Space Private Limited.** was the successful bidder for plot no. **GH-11, Sector 22D, YEIDA** admeasuring **45732** sq. meters (hereinafter referred to as the “Said Land”)

- A. The said land was allotted to **M/s. Arihant Urban Space Private Limited** vide Allotment letter bearing No. Y.E.A/ GH09/ 4152/ 2025 dated 27.02.2025 and as per Letter Ref. No. Y.E.A/ Builders/ 4582/ 2025 dated 05.06.2025.
- B. The Authority as a Lessor vide Lease Deed dated **03.07.2025** (hereinafter referred to as the Lease Deed) duly registered with the Sub Registrar, Sadar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book (Bahi) number 1, Volume (Jild) number 47365 at pages 379 to 432, Serial(Kramaank) number 22169 demised the said plot for a period of 90 years from the date of its execution in favour of **M/s. Arihant Urban Space Private Limited** as the Lessee on certain terms and conditions.
- C. The Sub-Lessee / Developer has developed a Residential Project consisting of Residential flats (hereinafter referred as Residential Apartment / Flat(s)) known as “**ARIHANT SEASONS” PLOT NO. GH-11, SECTOR 22D, YEIDA**” in the Land Area admeasuring **45732 Sq. Mtrs., situated at Plot No.-GH-11, Sector 22D situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh**

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE

Nagar, (U.P).

D. In terms of the Lease Deed dated **03.07.2025** executed by the Lessor in favour of the **M/s. Arihant Urban Space Private Limited**, the sub-Lessee is desirous of execution of Sub-Lease Deed of the Said Apartment /Flat in their favor and the Lessor has agreed to confirm the Sub-Lease for the unexpired period of 90 year of the Lease Deed dated 03.07.2025 on the terms and conditions, hereinafter set out.

NOW THEREFORE, THIS SUB-LEASE DEED WITNESS AS FOLLOWS:

1. That in consideration of the amount of Rs. _____ (Rs _____ **only**) which includes the cost of superstructure and the share of land, paid by the Sub-Lessee to the LESSEE/DEVELOPER/its nominee/assigns receipt whereof the LESSEE/DEVELOPER / its nominee/assigns hereby acknowledges and the Sub-Lessee agreeing to observe and perform the terms and conditions herein mentioned, the LESSEE / DEVELOPER hereby sell to the Sub-Lessee the superstructure of the Dwelling Unit/Flat Bearing No. _____ on _____ Floor of _____, having Carpet Area _____ **s.q.m.** and right to use **One Covered Car Parking** in the Residential Society known as "**ARIHANT SEASONS**" **PLOT NO. GH-11, SECTOR 22D, YEIDA "** Built on **Plot No.-GH-11, Sector 22D situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P)** with all rights, easements and appurtenances whatsoever to the said Dwelling Unit/Flat belonging or appertaining thereto TO HOLD the said flat hereby sub-leased unto the Sub-Lessee for unexpired period of 90 years, reckoned from **3rd July 2025.**
2. The vacant and peaceful possession of the said Dwelling Apartment/Flats has been delivered to the Sub-Lessee simultaneously with the signing and execution of the Sub-Lease Deed and the Sub-Lessee confirms the taking over of the possession of the said Dwelling Unit/flat after satisfying himself/herself/themselves as to the area of the said Dwelling Unit/flat and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
3. That the Lessee / Developer hereby covenant with the Sub-Lessee as

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE

follows:

- (a) That the absolute interest which they prefer to transfer/demise by way of sub-lease subsists and that they have good right, full power and authority to grant sub-lease of the said dwelling Apartment /flat.
 - (b) That the said Dwelling Apartment /Flat is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said flat or any part thereof the Lessee/Developer shall indemnify the Sub-Lessee.
 - (c) That the Sub-Lessee shall have no right, title or interest in any other Dwelling Apartment/flat in the said Scheme except the said Dwelling Apartment/Flat and any other flat which he/it may have taken on sub-lease or may hereafter take on sub-lease by any other Sub-Lease Deed.
4. The Sub-Lessee undertakes to put to use the said Dwelling Apartment /Flat for the residential use only. In case of default, the Sub-Lessee has to pay the penalty as imposed by the Lessor i.e. YEIDA. Use of the said Dwelling Apartment/flat for other than residential purposes will render Sub-Lease liable for cancellation and the Sub-Lessee will be paid no compensation therefore.
5. The Sub-Lessee shall be liable to pay on Demand by Lessor any Compensation Charges, levies, Taxes etc. whatsoever.
6. The Lessor reserves the right to all mine and minerals, coals, washing gold, earth, oils, queries, in, over or under the said Plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purposes of searching for, working and obtaining, removing and enjoining the same without providing or leaving any vertical support for the surface of the said Land or for any building for the time being standing thereon provided always the Authority shall make reasonable compensation to Sub-Lessee for all costs incurred, loss of profits and damages directly or indirectly occasioned by the exercise of such rights. To decide the amount of the reasonable compensation, the decision of the Lessor will be final and binding on the Sub-Lessee.

7. The Lessor is receiving lease rent as per the schedule mentioned in the Lease Deed dated **03.07.2025** in respect of the said land in which the said Dwelling apartment /flat is located from the Lessee/Developer and as such Lessee/Developer hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said flat during the period of the Sub-Lease. However, in case there is any kind of increase in the Lease rent by the YEIDA over and above the agreed Lease Rent mentioned in the lease deed dated 03.07.2025, such increased amount of lease rent shall be payable by all the sub -lessee in proportion of their carpet area.
8. The Sub-Lessee shall, at all times, duly perform and observe all the covenants and conditions which are contained in the Lease Deed dated **3rd July 2025**, Sub-Lease Deed and the Allotment Letter as applicable and pertaining to the said Dwelling Apartment /flat hereby sub-leased and all relevant terms thereof shall be deemed to be incorporated in this Sub-Lease Deed.
9. The Sub-Lessee shall not sell, transfer or assign the whole or part of the said Dwelling apartment/flat to anyone except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/fee as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by Lessor in respect of lease-hold properties.
10. Whenever the title of Sub-Lessee in the said flat is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in the Lease Deed, Sub-Lease Deed and Allotment Letter and the Maintenance Agreement referred to elsewhere in this Sub-Lease and he/she/they be answerable in all respects therefore in so far as the same may be applicable to, effect and relate to the said Dwelling apartment/flat.
11. a) That whenever the title of the said Dwelling apartment/flat is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall within three months of transfer give notice of such

transfer in writing to the Lessor, to the Lessee/Developer and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said dwelling apartment/flat failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said dwelling apartment/flat.

- b) In the event of death of the Sub-Lessee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Lessor, Lessee/Developer and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
 - c) The person on whom the title devolves or his/her transferee, as the case may be, shall supply to the Lessor, Lessee/Developer and to the Maintenance Company certified copies of document(s) evidencing the transfer or devolution.
12. Notwithstanding the reservations, limitations as mentioned in Clause No. 10 above, the Sub-Lessee shall be entitled to sublet the whole of the said Dwelling apartment/flat sub-leased to him for purposes of private dwelling only on a tenancy from month to month.
13. The Sub-Lessee may mortgage the said flat in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of Lessor in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property (arising due to loan default), the Lessor shall be entitled to claim and recover such percentage as decided by the Lessor of the unearned increase in the value of the Dwelling Apartment/Flat as first charge having priority over the said mortgage/charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Authority shall have pre-emptive right to purchase the mortgaged or

charged property after deducting such percentage as decided by the Authority of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency/Court.

14. The Lessor and/or Lessee/Developer and/or Maintenance Agency and their employees have the right to enter into and upon the Dwelling apartment /flat constructed thereon in order to inspect and carry out repair work from time to time and at all reasonable times of the day during the term of the Sub-Lease and the Sub-Lessee will give notice of the provisions of this clause to his/her/their tenants.
15. The Sub-Lessee shall from time to time and at all times pay directly to the local government/Central Govt./Local Authority or YEIDA existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this Deed be assessed, charged or imposed upon the said Dwelling Unit/flat and building constructed thereon, hereby sub-leased from the date of allotment of the said Dwelling apartment/flat by the Lessee/Developer.
16. The Sub-Lessee shall also be liable to pay to the Lessee/Developer the charges, *pro-rata* as may be determined by the Sub-Lessee/Developer or its nominated Maintenance Agency, for maintaining various services and facilities in the said Residential Group Housing Project where the said Dwelling apartment/flat is situated until the same are handed over to a local Body/Authority for maintenance. All such charges shall be payable and be paid by the Sub-Lessee to the Lessee/Developer/Maintenance Agency periodically as and when demanded by the Lessee/Developer/Maintenance Agency. The *pro-rata* share so determined by the Lessee/Developer/Maintenance Agency shall be final and binding on the Sub-Lessee.
17. The Sub-Lessee has further agreed and undertaken to pay any amount demanded or expenses incurred by the Lessee/Developer for providing

external development works not provided by the Authority at its own cost as per the terms and conditions of the said Lease Deed.

18. The Sub-Lessee shall not sub-divide or amalgamate the said Dwelling apartment /flat with any other flat in Complex without taking prior approval of the Lessor.
19. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said flat any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Lessor and/or Lessee/Developer may be a nuisance, annoyance or disturbance to the other owners of the said Residential Project/Complex and persons living in the neighborhood.
(b) The Sub-Lessee will obey and submit to all directions, rules and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as affect the health, safety or convenience of other inhabitants of the Residential Complex.
20. The Sub-Lessee shall on the determination of the Sub-Lease of his/her/their Dwelling Unit/flat of land, peaceably yield up the said Dwelling Unit/flat of land, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the said flat or land.
21. In case of any breach of the terms and conditions of the Lease Deed executed between the Lessor and the Lessee/Developer and terms and conditions of this Tri-Partite Sub-Lease executed between the Lessor, Lessee/Developer and the Sub-Lessee, the Lessor have the right to re-enter the said Dwelling apartment /flat after determining the lease hold rights in respect thereof. On re-entry of the demised dwelling apartment / flat, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub-Lessee. In the event of re-entry, the Lessor may re-allot the said Dwelling Unit/flat to any person. Before exercising the right of re-entry, due notice to the

Sub-Lessee and the Lessee/Developer shall be given by the Lessor to rectify the breaches within a period stipulated by the Lessor.

22. Stamp duty, registration fee and all other incidental charges required for execution and registration of this deed have been borne by the Sub-Lessee. The Sub-Lessee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the concerned authority.
23. All notices, orders and other documents required under the terms of the Lease Deed and/or this Sub-Lease Deed or under the Uttar Pradesh Industrial Development Act, 1976 (U.P Act No. 6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under Section, 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P Act No. 30 of 1974).
24. All powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive Officer / Chairman of the Authority. The Authority may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer / Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Authority with the functions similar to those of the Chief Executive Officer/Chairman.
25. Any dispute between the Lessor and Lessee/Developer and sub-Lessee pertaining to this Tripartite Sub-Lease shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District - Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.

SCHEDULE OF FLAT / DWELLING UNIT

All the rights, title and interest of the Lessor and the LESSEE/DEVELOPER into and upon that piece and parcel of land being **Dwelling** apartment/Flat Bearing _____ on _____ Floor of **Tower No.** _____, admeasuring Carpet Area of _____ (i.e. _____ Sq. Meters), consisting of ___Bedrooms + ___Toilets + Drawing/Dining Room + _____ Kitchen + _____ Utility Balcony, + _____ Balconies,+ Lawn / Open Verandah, if any / as applicable _____ sqm (i.e _____ sqft) and right to use **One Covered Car Parking**, in the Residential Society/Complex known as “**ARIHANT SEASONS**” **PLOT NO. GH-11, SECTOR 22D, YEIDA** " Built on **Plot No.-GH-11, Sector 22D situated in Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, (U.P.)** hereby sub-leased as per the enclosed plan and bounded as follows.

East: }
West: }
North: } As Per the Floor Plan Attached.
South: }

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE

WITNESSES:

1.
for & on behalf of

Signed

**Yamuna Expressway Industrial
Development Authority
(LESSOR)**

2.
Signed for & on behalf of

**M/s Arihant Urban Space
Private Limited**
Authorised Signatory
(LESSEE / DEVELOPER)

Signed by

(SUB-LESSEE)

LESSOR

LESSEE / DEVELOPER

SUB-LESSEE